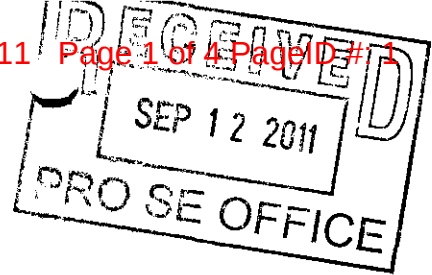


ORIGINAL



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SUMMONS ISSUED

XIAO HUA LU,

COMPLAINT

Plaintiff,

CV 11-1369

1369

JURY TRIAL DEMANDED

-against-

TOWNES, J.

CIVIL DOCKET NUMBER

Bruce Barket, Attorney At Law,

Defendant.

MAINI, M.J.

-----X

Parties:

Plaintiff Xiao Hua Lu resides at 5015 6th Avenue #2B Brooklyn, N.Y. 11220.

Defendant Bruce Barket, Att. At Law resides at 666 Old Country Road Suite 900 Garden City, N.Y.
11530.

Jurisdiction of this Court is invoked pursuant to Venue.

On or about the date of October 9th, 2009, Plaintiff Xiao Hua Lu [hereafter Lu], Entered into Agreement/Retainer Agreement with defendant Bruce Barket [hereafter Barket]. to represent Lu's brother in a State Post Judgment Motion in connection with Lu's brother conviction for a

criminal offense.

Plaintiff Lu paid the amount of Twenty-Thousand Dollars \$20,000.00 upon the signing of the Agreement/Retainer Agreement.[Exhibit A].

As per the Agreement, Barket is to contact a "new witness", and be paid the total of Fifteen Thousand Dollars to obtain an Affidavit from the witness. Barket did not contact a "new witness", but contacted the Prosecutor's chief witness that testified in Lu's brothers trial.

On December 9, 2010, Barket procured an Affidavit from a Ms. Fengcai Wang, the prosecutor's chief witness and kidnap victim in Lu's brother criminal case..

Mr, Barket for professional reasons decided not to utilize the affidavit in the post judgment motion and abruptly terminated the Agreement/Retainer Agreement to represent Lu's brother in a post judgment motion. Barket was also paid Five-Thousand Dollars \$5,000.00 for Investigative Services. [Exhibit A].

In or about the month of April/May 2011 Barket was presented with a Memorandum of Law prepared pro se by Lu's brother, to be submitted with the post judgment motion Barket is preparing for Lu's brother. [Exhibit B]. Barket told Lu that he would have to conduct a thorough check on the material sent to him by her brother. Barket told Lu that he will review the material for a total of five-thousand dollars \$5,000.00 which Lu paid Barket.

After researching the material, Barket will contact Lu with his decision to use this material or not, and if he Barket is to continue to represent Lu's brother , Barket will require further payment for further services. [Affidavit of James Amar Davis,Certified Paralegal][Exhibit C].

Barket was paid already to represent Lu's brother in a Post Judgment Motion.

Further, Barket had Lu pay him another five-thousand dollars to review materials . Again, Barket was paid already to represent Lu's brother in a Post Judgment Motion. All payments for services were included in the initial and then additional payments.

In or about the month of May/June, 2011, Barket informed Lu that the material he reviewed is good but he [Barket] does not have the time to prepare the post judgment motion and at the time fully terminated all legal services to Plaintiff Lu.

In essence, all Barket did was contact a witness. Barket did not perform according to the Agreement/Retainer Agreement by representing Lu's brother in a Post Judgment Motion and in fact did not prepare a Post Judgment Motion on Lu's brother behalf. Barket performed only the function of obtaining an Affidavit from a witness that testified in Lu's brother trial.

Plaintiff Lu paid a sum total of Forty-Five Thousand Dollars to defendant Barket between the period of October 9, 2009 through April/May 2011, to perform according to the Agreement/Retainer Agreement, to represent Lu's brother in post judgment motion.

After Barket interviewed the witness on December 9, 2010 and decided not to use the affidavit, did not use the Memorandum of Law sent to him by Lu's brother, Barket conducted no further investigation into Lu's brother case to gather evidence to utilize in the preparation of a post judgment motion.

Defendant Barket did not Perform according to the Agreement/Retainer Agreement.

Defendant breached the Agreement/Retainer Agreement.

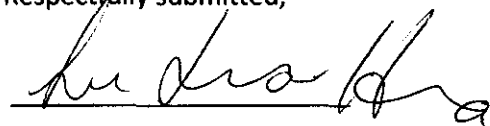
Injury Sustained: Breach of Contract; Loss of Money paid; Trust and Confidentiality of Defendant Barket to Perform according to the Contract, Agreement/Retainer Agreement.

Damages: Plaintiff Lu is seeking Forty-Thousand Dollars \$40,000.00 in Compensatory Damages.

Plaintiff Lu is also seeking Fifteen-Thousand Dollars \$15,000.00 in Punitive Damages for Defendant Barket knowingly, wantonly and wilfully not perform according to the Agreement/Retainer Agreement.

Plaintiff respectfully request that this Court Order Defendant Barket to pay forth the sum total of Fifty -Five Thousand Dollars \$55,000.00 to Plaintiff Lu.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Xiao Hua Lu', written over a horizontal line.

Xiao Hua Lu, Plaintiff Pro-Se

Dated: September 12, 2011.

917-214-9225
917-325-9015